

MCG Service Agreement Terms and Conditions

BY ENROLLMENT IN, USE, OR PAYMENT FOR SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE CANCEL THE SERVICES IMMEDIATELY BY CALLING 641-676-1000 THE MAHASKA COMMUNICATION GROUP, LLC CUSTOMER SERVICE NUMBER FOR FURTHER DIRECTIONS.

LIMITATION OF LIABILITY:

MAHASKA COMMUNICATION GROUP, LLC AND ITS AFFILIATED PARENT AND SUBSIDIARY COMPANIES OR PARTNERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ANY COMPANY LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

Equipment – All equipment installed by MCG on the customer's premise and not purchased by the customer shall remain the sole and exclusive property of MCG. The customer is responsible for the cost of repair or replacement of equipment if damaged, lost, or stolen, unless customer has purchased Equipment Insurance. Equipment charges will apply as presented in Appendix A. Equipment insurance is applicable to MCG owned equipment, only. If determined damage is from normal use and/or wear and tear, customer will not be held responsible for cost of repair or replacement. Customer purchased equipment from MCG shall carry the manufacturer's warranty and is the responsibility of the customer. The customer will gain ownership of any wiring completed on the inside of the premise 30 days after activation date. Once customer gains ownership they shall be responsible for the maintenance of the wiring including cost of repair and replacement; unless, customer purchases MCG Inside Wiring Insurance.

Payment – The customer agrees to pay for all services provided to the customer by MCG, including taxes and regulatory fees. Bills should arrive at a customer designated location no later than the 10th of each month. Payment is due in the MCG office by the 1st of each month. There will be a 10 day grace period after the due date to pay the customer account balance or make arrangements with MCG. If after the 10 day grace period there is still a balance, MCG may disconnect services to customer. After the due date, interest will apply on the remaining balance at 1.5% monthly (18% annually). If service is disconnected for non-payment, a reconnect fee of \$39.90, plus tax will be added to the customer's account and full payment is required in advance of reconnecting services. Reconnection for non-payment will be done only during normal business hours (Monday-Friday, 8am-5pm). If an account balance is delinquent past the 10 day grace period more than once a year, a deposit may be required (see **Deposit** section below). A fee of \$30 will apply for any payment returned for non-sufficient funds. The customer will be responsible for reimbursing MCG for all costs associated with collection of payment.

Deposit – By signing this agreement, the customer is authorizing MCG to perform a credit check in accordance with accepted law. MCG retains the right to assess a deposit for services. Deposit amount shall not exceed 2 months of service.. If after 1 year the customer has been in good standing with their account balance, deposit will be refunded on the account. Deposit will be used to pay any outstanding account balance 30 days after due date.

Renters – If the customer is not the property owner, the customer warrants to MCG that permission and consent has been granted from the property owner for the installation of services. The customer agrees to take full responsibility for the installation of services.

Access to the Customer Premise – MCG may occasionally need to enter the customer's property to examine, repair or replace equipment. If access to the interior of the customer's home is required, the customer will be notified in advance by MCG. Customer or designate must be present for the duration of work or services performed. Designate must be of legal age. MCG also maintains the right to service equipment installed on the exterior of the home without first notifying the customer.

Disconnection of Services – The customer may select to disconnect services from MCG at any time. MCG must be notified by the customer during regular business hours. Reconnection of service will be billed at \$39.90, plus tax. MCG specifically retains the right to terminate service in the event of a breach of terms, policies and conditions of this agreement. In the event of disconnection of services, MCG equipment located on the interior of the customer premise is to be returned to MCG within 10 days of disconnection or charges will apply as presented in Appendix A.

Obligations to Internet service – Where MCG is responsible for providing the installed site with Internet service, connectivity issues related to router, computer or other peripheral devices, wired or wireless, using the Internet are not the responsibility of MCG; the Subscriber is solely responsible for the care and maintenance of such.

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MCG will not troubleshoot devices beyond the radio system for when Wireless Internet service is provided or beyond MCG installed and owned transport equipment.

Internet Security - It is the sole responsibility of each Subscriber to protect their computer(s), data and network accessibility (such as file sharing).

Service Charges – Service charges may apply if customer requests work to be completed by MCG not included in normal installation. These items include, but are not limited to, extra wiring for computers, telephones, televisions, etc., repair or replacement of equipment damaged by customer other than during normal use, service calls for repair other than for MCG service, such as but not limited to computers, televisions, telephones, etc. Charge is \$75.00 per technician for the first hour (one hour minimum) plus \$37.50 per technician for each 30 minute interval after the first hour. Does not include cost of materials.

Maintenance Window – At times, service may be interrupted to conduct routine maintenance and upgrades on the system. Every effort will be made to let the customer know of these interruptions. Scheduled maintenance window times are normally between 2am-6am with 72 hours notice. Notification of emergency maintenance windows, will be provided as soon as possible.

Acceptable Use Policy – By using MCG's services the customer implicitly agrees to abide to MCG's Acceptable Use Policy as outlined on our website www.mahaska.org. MCG has the right to terminate service if this policy is violated.

Privacy Policy – MCG may at times disclose some personal, account, or service usage information as required under regulatory directive or legal process. MCG is not obligated to, and at times specifically ordered not to inform you of such disclosures. You can view our complete privacy at www.mahaska.org.

Email Account Policy - Your account will be cancelled if you do not log in at least once in a 180-day period. Additionally, Mahaska Communication Group reserves the right to cancel the email account of a specific user without cause and without providing a reason.

MCG reserves the right to change the rates and otherwise modify these Terms and Conditions at its discretion. Such changes will be posted to www.mahaska.org. It is the responsibility of the customer to periodically review this agreement for changes.

Appendix A Equipment Replacement Charges	
DVR Set Top Box and power supply	\$ 320.00 ea.
Remote Control	\$15.00 ea.
Non-DVR Set Top box and power supply	\$ 200.00 ea.
STB power supply or wall-pack	\$ 10.00 ea.
Switches	\$ 70.00 ea.
HPNA device and power supply	\$ 100.00 ea.
ZeroTouch Router and power supply	\$ 150.00 ea.